



ADA NOTICE

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Docket number NNI-CV-18-6012326-S	Answer date 3/15/2018	Amount of claim \$5,000.00
Name of case CAMERON V. SANTIAGO		

1. Disposition (Do not use this form for dispositions not identified in this section. Enter all other dispositions directly into the Judicial Branch Electronic Filing System.)

- ☐ A. Judgment for the Plaintiff after Default without Hearing in Damages
☐ B. Judgment for the Plaintiff after Default with Hearing in Damages
☐ C. Judgment for the Plaintiff after Hearing
☒ D. Judgment for the Defendant after Hearing
☐ E. Judgment as to Counterclaim

2. Reasons for Decision (Must be entered when a contested hearing is held, a counterclaim is filed, or a judgment is entered in an amount other than the amount claimed.)

THE PLAINTIFF (PRO SE), AND THE DEFENDANT (PRO SE), APPEARED AT THE HEARING. THE PARTIES WERE SWORN AND GAVE TESTIMONY.

THE PLAINTIFF, IN HER COMPLAINT, CLAIMS "MEDICAL EXPENSES AND PAIN AND SUFFERING" AS DAMAGES. THE COMPLAINT DOES NOT SPECIFICALLY ALLEGE A CAUSE OF ACTION, BUT FROM THE TESTIMONY AND VOLUMINIOUS EXHIBITS SUBMITTED BY THE PLAINTIFF, THE ACTION APPEARS TO BE A CLAIM OF SEXUAL ASSAULT BY THE DEFENDANT.

THE DEFENDANT DENIES THAT HE SEXUALLY ASSAULTED THE PLAINTIFF AND ASSERTS THAT ANY SEXUAL ACTIVITY BETWEEN THE PARTIES WAS CONSENSUAL.

HAVING CAREFULLY LISTENED TO THE TESTIMONY OF BOTH PARTIES AND HAVING THOROUGHLY READ AND ANALYZED ALL OF THE DOCUMENTS SUBMITTED INTO EVIDENCE, INCLUDING, BUT NOT LIMITED TO EXHIBITS FILED BY THE PLAINTIFF, TRANSCRIPTIONS OF NUMEROUS TEXT MESSAGES AND A LISTING OF CREDIT CARD CO-PAYMENTS MADE BY THE PLAINTIFF BETWEEN 7/4/2016 - 6/30/2017, THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS:

(Continued on next page)

3. Damages And Costs

Damages:	\$
Prejudgment Interest:	\$
Attorney Fees:	\$
Total Damages:	\$

Entry Fee:	\$
Service:	\$
Other:	\$
Total Costs:	\$

Post-Judgment Interest

- ☐ Not Requested
☐ Denied
☐ Granted at an interest rate of:

percent a year.

- ☐ Execution Stayed

Total Amount of Damages and Costs: \$

4. Order Of Payment(s)

☐ Total Amount above to be paid by: _____

☐ Payments of \$ _____ every ☐ week ☐ other week ☐ month ☐ other month ☐ other _____

are due beginning on: Date _____

Signed M432308	Type or print name MAGISTRATE ANDREW S. LISKOV	Date signed 7/14/2018
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7-18-18 Mailed to all parties of record.

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A) AS TO THE PLAINTIFF'S CLAIM:

1) ON OR ABOUT 7/3/2016 IN CHARLESTOWN, MA, THE PLAINTIFF AND DEFENDANT VOLUNTARILY OCCUPIED A HOTEL ROOM. THE PLAINTIFF TESTIFIED THAT AT SOME POINT WHILE SHE WAS LYING ON THE BED "RESTING HER EYES", THE DEFENDANT BRIEFLY PENETRATED HER WITHOUT HER CONSENT. THE PLAINTIFF THEN LEFT THE ROOM AND WAS FOLLOWED BY THE DEFENDANT. THE PLAINTIFF TESTIFIED THAT THE PARTIES THEN HAD "SOME CONVERSATION" AND THAT THEY THEN BOTH AGREED TO RETURN TO THE HOTEL ROOM.

ONCE IN THE HOTEL ROOM THE PLAINTIFF TESTIFIED THAT THEY HAD CONSENSUAL SEXUAL INTERCOURSE. THE PLAINTIFF ASSERTS THAT SHE WAS WILLING TO HAVE SEX WITH THE DEFENDANT BUT THAT IT HAD TO BE PROTECTED SEX. THE PLAINTIFF STATED THAT DURING THEIR CONSENSUAL SEX, THE DEFENDANT WORE A CONDOM BUT AT SOME POINT DURING SEX, HE REMOVED THE CONDOM AND "FINISHED INSIDE ME".

THE DEFENDANT TESTIFIED THAT AT SOME POINT DURING THEIR SEXUAL INTERCOURSE, HIS CONDOM EITHER BROKE OR CAME OFF. HE DENIES INTENTIONALLY REMOVING THE CONDOM. IN A SUBSEQUENT TEXT MESSAGE THE DEFENDANT, IN REFERENCING THE CONDOM, TOLD THE PLAINTIFF "I EVEN SHOWED U".

2) IMMEDIATELY AFTER THEIR SEXUAL ENCOUNTER, THE PLAINTIFF BECAME FEARFUL OF BECOMING PREGNANT AND/OR CONTRACTING A SEXUALLY TRANSMITTED DISEASE.

a) THE PLAINTIFF TESTIFIED THAT "IMMEDIATELY AFTER" THE ENCOUNTER, SHE TOOK THE "PLAN B" PILL FOR PREVENTING PRGNANCY.

(1) THE PLAINTIFF DID NOT BECOME PREGNANT FROM THE ENCOUNTER.

b) WITHIN DAYS OF THE ENCOUNTER, THE PLAINTIFF REQUESTED THAT THE DEFENDANT SUBMIT TO TESTING TO DETERMINE WHETHER HE HAD ANY DISEASE THAT COULD HAVE BEEN SEXUALLY TRANSMITTED TO HER.

(1) THE DEFENDANT FULLY COMPLIED WITH THE PLAINTIFF'S REQUEST, TESTED NEGATIVE AND THE RESULTS WERE SENT TO THE PLAINTIFF 4 DAYS AFTER THE ENCOUNTER.

(2) THE PLAINTIFF DID NOT CONTRACT ANY SEXUAL DISEASE FROM THE SEXUAL ENCOUNTER.

3) THE PLAINTIFF TESTIFIED THAT IMMEDIATELY AFTER THE ENCOUNTER, AND BEFORE SHE RECEIVED THE "CLEAN" RESULTS FROM THE DEFENDANT'S TESTING, SHE WAS VERY "NERVOUS" AND "STARTED TAKING PILLS TO PREVENT HIV, EVEN THOUGH "THOSE HAVE SIDE EFFECTS".

a) THE PLAINTIFF INDICATED THAT SHE DID EXPERIENCE A SIDE EFFECT "THAT WAS INITIALLY MISDIAGNOSED, AS AN INCURABLE STD, WHICH CAUSED ME TO EXPERIENCE SEVERE EMOTIONAL DISTRESS".

(1) THE PLAINTIFF PRESENTED NO EVIDENCE AS TO WHO MISDIAGNOSED THE SIDE EFFECT OR WHEN THE MISDIAGNOSIS OCCURRED.

WHEREFORE, BASED ON A THOROUGH REVIEW OF ALL OF THE DOCUMENTS SUBMITTED INTO EVIDENCE AND ALL THAT THIS COURT FINDS TO BE CREDIBLE FROM THE EVIDENCE, I MAKE THE FOLLOWING RULING AS TO THE PLAINTIFF'S CLAIM:

1) THE PLAINTIFF HAS FAILED TO PROVE BY A FAIR PREPONDERANCE OF THE EVIDENCE HER CLAIM FOR MEDICAL EXPENSES AND PAIN AND SUFFERING FROM AN ALLEGED SEXUAL ASSAULT BY THE DEFENDANT.

JUDGMENT FOR THE DEFENDANT.